

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

RECORDATION NO.

FILED 145

ABLE ADDRESSES

CRAVATH, N. Y.

CRAVATH, PARIS

CRAVATH, LONDON E. C. 2

0-326A072

No. 1 NOV 21 1980

Date.....

Fee \$..11.00

ICC Washington, D. C.

COUNSEL
MAURICE T. MOORE
CARLYLE E. MAW

ROSWELL L. GILPATRICK
ALBERT R. CONNELLY
L. R. BRESLIN, JR.
GEORGE B. TURNER
FRANK H. DETWEILER
GEORGE G. TYLER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
WILLIAM B. MARSHALL
ROYALL VICTOR
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 1-806-1421
TELEX: 8814901

RALPH L. MCAFEE
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKET
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER

INTERSTATE COMMERCE COMMISSION

*Need separate receipt letter
for the 2 filed under
10026-F+G*

RECORDATION NO. 10026-F
FILED 145
NOV 21 1980 12:45 PM

The Chesapeake and Ohio Railway Company
Reconstruction and Conditional Sale Financing
Dated as of December 1, 1978

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, enclosed for filing and recordation on behalf of The Chesapeake and Ohio Railway Company are counterparts of an Amendment Agreement No. 2 dated as of July 23, 1980, between The Chesapeake and Ohio Railway Company, Mercantile-Safe Deposit and Trust Company, as Agent, and The Connecticut Bank and Trust Company, as Trustee, amending the Lease of Railroad Equipment dated as of December 1, 1978, between The Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 10026-B on January 17, 1979.

The addresses of the parties to the above documents are:

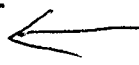
The Chesapeake and Ohio Railway Company
100 North Charles Street
Baltimore, Maryland 21201.

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203.

NOV 21 12 31 PM '80
COMM. FILES
BRANCH

*Ms. See
this one is
10026-F*
Gerard Johnson

The Connecticut Bank and Trust Company
One Constitution Plaza
Hartford, Connecticut 06115.

Please file and record the above Amendment Agreement No. 2, assign it Recordation Number 10026-F and index it under the names of the above parties. 

There is no change in the Equipment covered under the Lease.

Enclosed also is our check in the amount of \$10 for the required recordation fee. Please stamp all copies of the enclosed document with your recordation number, retain one copy for your files and return the remaining copies to me.

Thank you for your assistance.

Sincerely,



Jacqueline B. Goodyear
As Agent for The Chesapeake and
Ohio Railway Company

Ms. Agatha Mergenovich,
Interstate Commerce Commission,
Washington, D. C. 20423

Encl.

Interstate Commerce Commission

Washington, D.C. 20423

11/21/80

OFFICE OF THE SECRETARY

**Jacqueline B. Goodyear
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **11/21/80** at **12:45pm**, and assigned re-recording number(s).

10026-F & 10026-G

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

NOV 21 1980 12 45 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 2 dated as of July 23, 1980, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (the "Agent"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of December 1, 1978, with TENTH HFC LEASING CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 2043-895]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of December 1, 1978 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 17, 1979, under recordation number 10026-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable under the Lease to reflect inter alia the changes in Closing Dates, settlement amounts and available investment credit, as follows:

1. The number "7.3607517" in line 15 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "7.4589765" is hereby substituted therefor.
2. Schedule B to the Lease is hereby deleted and Item 1 attached to this Amendment is hereby substituted therefor.
3. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.
4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.
5. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

6. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

by

L.C. [Signature]
Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

[Signature]
Deputy Corporate Secretary

APPROVED AS TO FORM

[Signature]
ASSISTANT GENERAL ATTORNEY

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COM-
PANY, not in its individual capac-
ity, but solely as Trustee,

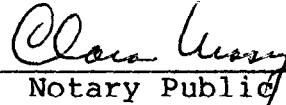
by

[Corporate Seal]

Attest:

STATE OF OHIO,)
) ss.:
 COUNTY OF CUYAHOGA,)

On this 17TH day of NOVEMBER 1980, before me personally appeared L. C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.


 Notary Public

[Notarial Seal]

My Commission expires

CLARA MASUGA, Notary Public
 State of Ohio - Cuyahoga County
 My Commission Expires April 21, 1984

STATE OF MARYLAND,)
) ss.:
 CITY OF BALTIMORE,)

On this day of 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

 Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,))
) ss.:
 COUNTY OF HARTFORD,)

On this day of 1980, before me
 personally appeared , to me personally
 known, who, being by me duly sworn, says that he is
 of THE CONNECTICUT BANK AND TRUST COMPANY, a
 Connecticut banking corporation, that one of the seals
 affixed to the foregoing instrument is the corporate seal of
 said Corporation, that said instrument was signed and sealed
 on behalf of said Corporation by authority of its Board of
 Directors and he acknowledged that the execution of the
 foregoing instrument was the free act and deed of said
 Corporation.

Notary Public

[Notarial Seal]

My Commission expires

Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Rental Payment Date</u>	<u>Percentage</u>
2/2/80	95.724726
8/2/80	97.297828
2/2/81	93.318047
8/2/81	89.921909
2/2/82	85.564162
8/2/82	81.841889
2/2/83	77.232688
8/2/83	73.007414
2/2/84	67.908115
8/2/84	63.221488
2/2/85	57.796611
8/2/85	52.447631
2/2/86	46.448561
8/2/86	40.473044
2/2/87	34.056320
8/2/87	27.242265
2/2/88 (and for any applicable period, including any storage period, thereafter)	20.000000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh Anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	11.543856
Fifth	7.695904
Seventh	3.847952

Consent of Owners

The Owners hereby consent to the foregoing Amendment and hereby authorize the Lessor to execute and deliver said Amendment.

TENTH HFC LEASING CORPORATION,

by

CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division),

by

AMENDMENT AGREEMENT No. 2 dated as of July 23, 1980, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (the "Agent"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of December 1, 1978, with TENTH HFC LEASING CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 2043-895]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of December 1, 1978 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 17, 1979, under recordation number 10026-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable under the Lease to reflect inter alia the changes in Closing Dates, settlement amounts and available investment credit, as follows:

1. The number "7.3607517" in line 15 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "7.4589765" is hereby substituted therefor.

2. Schedule B to the Lease is hereby deleted and Item 1 attached to this Amendment is hereby substituted therefor.

3. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

5. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

6. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Deputy Corporate Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by


Assistant Vice President

[Corporate Seal]

Attest:


Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COM-
PANY, not in its individual capac-
ity, but solely as Trustee,

by

[Corporate Seal]

Attest:

STATE OF OHIO,)
) ss.:
COUNTY OF CUYAHOGA,)

On this day of 1980, before me personally appeared L. C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

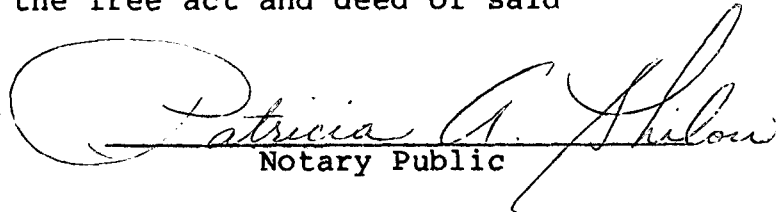
Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this *27th* day of *October* 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Notary Public

[Notarial Seal]

My Commission expires *7-1-82*

STATE OF CONNECTICUT,))
) ss.:
COUNTY OF HARTFORD,)

On this day of 1980, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is
 of THE CONNECTICUT BANK AND TRUST COMPANY, a
Connecticut banking corporation, that one of the seals
affixed to the foregoing instrument is the corporate seal of
said Corporation, that said instrument was signed and sealed
on behalf of said Corporation by authority of its Board of
Directors and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
Corporation.

Notary Public

[Notarial Seal]

My Commission expires

Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Rental Payment Date</u>	<u>Percentage</u>
2/2/80	95.724726
8/2/80	97.297828
2/2/81	93.318047
8/2/81	89.921909
2/2/82	85.564162
8/2/82	81.841889
2/2/83	77.232688
8/2/83	73.007414
2/2/84	67.908115
8/2/84	63.221488
2/2/85	57.796611
8/2/85	52.447631
2/2/86	46.448561
8/2/86	40.473044
2/2/87	34.056320
8/2/87	27.242265
2/2/88 (and for any applicable period, including any storage period, thereafter)	20.000000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh Anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	11.543856
Fifth	7.695904
Seventh	3.847952

Consent of Owners

The Owners hereby consent to the foregoing Amendment and hereby authorize the Lessor to execute and deliver said Amendment.

TENTH HFC LEASING CORPORATION,

by

CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division),

by

AMENDMENT AGREEMENT No. 2 dated as of July 23, 1980, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (the "Agent"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of December 1, 1978, with TENTH HFC LEASING CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 2043-895]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of December 1, 1978 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 17, 1979, under recordation number 10026-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable under the Lease to reflect inter alia the changes in Closing Dates, settlement amounts and available investment credit, as follows:

1. The number "7.3607517" in line 15 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "7.4589765" is hereby substituted therefor.

2. Schedule B to the Lease is hereby deleted and Item 1 attached to this Amendment is hereby substituted therefor.

3. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

5. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

6. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Deputy Corporate Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by

Assistant Vice President

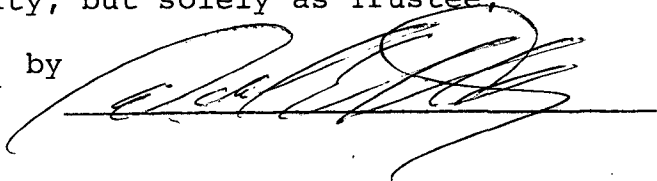
[Corporate Seal]

Attest:

Corporate Trust Officer

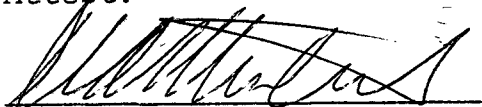
THE CONNECTICUT BANK AND TRUST COM-
PANY, not in its individual capac-
ity, but solely as Trustee,

by



[Corporate Seal]

Attest:



STATE OF OHIO,)
) ss.:
 COUNTY OF CUYAHOGA,)

On this day of 1980, before me personally appeared L. C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
 CITY OF BALTIMORE,)

On this day of 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this 28th day of October, 1980, before me personally appeared **DONALD E. SMITH**, to me personally known, who, being by me duly sworn, says that he is **ASSISTANT VICE PRESIDENT** of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Barbara S. Lacey
Notary Public

[Notarial Seal]

My Commission expires

BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Rental Payment Date</u>	<u>Percentage</u>
2/2/80	95.724726
8/2/80	97.297828
2/2/81	93.318047
8/2/81	89.921909
2/2/82	85.564162
8/2/82	81.841889
2/2/83	77.232688
8/2/83	73.007414
2/2/84	67.908115
8/2/84	63.221488
2/2/85	57.796611
8/2/85	52.447631
2/2/86	46.448561
8/2/86	40.473044
2/2/87	34.056320
8/2/87	27.242265
2/2/88 (and for any applicable period, including any storage period, thereafter)	20.000000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh Anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	11.543856
Fifth	7.695904
Seventh	3.847952

Consent of Owners

The Owners hereby consent to the foregoing Amendment and hereby authorize the Lessor to execute and deliver said Amendment.

TENTH HFC LEASING CORPORATION,

by _____

CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division),

by _____

AMENDMENT AGREEMENT No. 2 dated as of July 23, 1980, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (the "Agent"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of December 1, 1978, with TENTH HFC LEASING CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 2043-895]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of December 1, 1978 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 17, 1979, under recordation number 10026-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable under the Lease to reflect inter alia the changes in Closing Dates, settlement amounts and available investment credit, as follows:

1. The number "7.3607517" in line 15 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "7.4589765" is hereby substituted therefor.

2. Schedule B to the Lease is hereby deleted and Item 1 attached to this Amendment is hereby substituted therefor.

3. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

5. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

6. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Deputy Corporate Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COM-
PANY, not in its individual capac-
ity, but solely as Trustee,

by

[Corporate Seal]

Attest:

STATE OF OHIO,)
) ss.:
 COUNTY OF CUYAHOGA,)

On this day of 1980, before me personally appeared L. C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
 CITY OF BALTIMORE,)

On this day of 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,))
) ss.:
COUNTY OF HARTFORD,)

On this day of 1980, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is
 of THE CONNECTICUT BANK AND TRUST COMPANY, a
Connecticut banking corporation, that one of the seals
affixed to the foregoing instrument is the corporate seal of
said Corporation, that said instrument was signed and sealed
on behalf of said Corporation by authority of its Board of
Directors and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
Corporation.

Notary Public

[Notarial Seal]

My Commission expires

Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Rental Payment Date</u>	<u>Percentage</u>
2/2/80	95.724726
8/2/80	97.297828
2/2/81	93.318047
8/2/81	89.921909
2/2/82	85.564162
8/2/82	81.841889
2/2/83	77.232688
8/2/83	73.007414
2/2/84	67.908115
8/2/84	63.221488
2/2/85	57.796611
8/2/85	52.447631
2/2/86	46.448561
8/2/86	40.473044
2/2/87	34.056320
8/2/87	27.242265
2/2/88 (and for any applicable period, including any storage period, thereafter)	20.000000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh Anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Purchase Price set forth below:


<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	11.543856
Fifth	7.695904
Seventh	3.847952

Consent of Owners

The Owners hereby consent to the foregoing Amendment and hereby authorize the Lessor to execute and deliver said Amendment.

TENTH HFC LEASING CORPORATION,

by



CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division),

by

AMENDMENT AGREEMENT No. 2 dated as of July 23, 1980, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (the "Agent"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of December 1, 1978, with TENTH HFC LEASING CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 2043-895]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of December 1, 1978 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 17, 1979, under recordation number 10026-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable under the Lease to reflect inter alia the changes in Closing Dates, settlement amounts and available investment credit, as follows:

1. The number "7.3607517" in line 15 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "7.4589765" is hereby substituted therefor.

2. Schedule B to the Lease is hereby deleted and Item 1 attached to this Amendment is hereby substituted therefor.

3. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

5. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

6. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Deputy Corporate Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COM-
PANY, not in its individual capac-
ity, but solely as Trustee,

by

[Corporate Seal]

Attest:

STATE OF OHIO,)
) ss.:
 COUNTY OF CUYAHOGA,)

On this day of 1980, before me personally appeared L. C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
 CITY OF BALTIMORE,)

On this day of 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of , 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Rental Payment Date</u>	<u>Percentage</u>
2/2/80	95.724726
8/2/80	97.297828
2/2/81	93.318047
8/2/81	89.921909
2/2/82	85.564162
8/2/82	81.841889
2/2/83	77.232688
8/2/83	73.007414
2/2/84	67.908115
8/2/84	63.221488
2/2/85	57.796611
8/2/85	52.447631
2/2/86	46.448561
8/2/86	40.473044
2/2/87	34.056320
8/2/87	27.242265
2/2/88 (and for any applicable period, including any storage period, thereafter)	20.000000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh Anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	11.543856
Fifth	7.695904
Seventh	3.847952

Consent of Owners

The Owners hereby consent to the foregoing Amendment and hereby authorize the Lessor to execute and deliver said Amendment.

TENTH HFC LEASING CORPORATION,

by

CONNELL RICE & SUGAR CO., INC.
(Connell Leasing Company Division),

by